



Local Agency Preliminary Engineering Participating Agreement Work by State - Actual Cost		Organization and Address
		Section / Location
Agreement Number		Attachments made a part of this agreement Exhibit "A" Estimate of Costs Exhibit "B" Description of Work Exhibit "C" Plan / Vicinity Map
State Route Number	Control Section Number	
Region	Surety Bond	
Advance Payment Amount		

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the LOCAL AGENCY has requested that the STATE perform certain work as described herein, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d), and

WHEREAS, the LOCAL AGENCY is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I GENERAL

The STATE, as agent acting for and on behalf of the LOCAL AGENCY, agrees to perform the work as shown in Exhibit "B" Description of Work.

Plans, specifications and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted.

The LOCAL AGENCY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the LOCAL AGENCY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The LOCAL AGENCY may withhold this acceptance of work by submitting written notification to the STATE within the 90-day period. This notification shall include the reasons for withholding the acceptance.

II PAYMENT

The LOCAL AGENCY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of the work as shown in Exhibit "A" Estimate of Cost.

Partial payments shall be made by the LOCAL AGENCY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The LOCAL AGENCY agrees that if payment for the work is not made within ninety (90) days after receipt of billing the STATE may withhold any tax monies which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund until payment for the work is received by the STATE. If the LOCAL AGENCY is not entitled to receive Motor Vehicle Funds, a surety bond in the amount shown above written by a surety company authorized to do business in the state of Washington shall be furnished to the STATE prior to execution by the STATE of this agreement. The bond shall remain in force until written release by the STATE.

Payment not made within thirty (30) days after receipt of billings shall be considered "Past Due" and bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

The LOCAL AGENCY agrees to pay the STATE the "Advance Payment Amount" stated above within 20 days after the STATE submits its first partial payment request to the LOCAL AGENCY, when applicable in accordance with STATE Instructional Letter IL 4017.00.

The advance payment represents approximately fifteen (15) percent of the estimate of cost and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

III EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit "A", this AGREEMENT will be modified by a supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the LOCAL AGENCY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the LOCAL AGENCY.

IV RIGHT OF ENTRY

The LOCAL AGENCY hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right of way of the highway, for the purpose of performing the preliminary engineering under this AGREEMENT.

V LEGAL RELATIONS

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By _____

Title _____

Date _____

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

By _____

Title _____

Date _____